



**TO:** TUG MS JANET **AND OWNERS** **DATE:** June 17, 2019  
 c/o T. Parker Host  
 150 W. Main Street, Suite 1600 **PROPOSAL NO.** 128-19  
 Norfolk, VA 23510 **INVOICE NO.**  
 ATTN: Don Milligan **YOUR ORDER NO.**

**TERMS: DUE AND PAYABLE WHEN RENDERED**

**IMPORTANT TERMS AND CONDITIONS:** Work will be performed by us only upon the terms and conditions set forth on the reverse of the invoice/ proposal which shall be deemed to have been accepted by the customer upon arrival of the vessel at our yard, or upon commencement of marine or non-marine work by us at any location.

|   | <b>TOTAL</b>             |
|---|--------------------------|
| <b><u>TUG MS JANET</u></b><br><b><u>DRYDOCK &amp; REPAIR</u></b>  |                          |
|   |                          |
| <b>1. <u>DRYDOCK</u></b>  |                          |
| Furnish labor, material and equipment to block and haul the vessel. On completion of all repairs undock same. Furnish necessary linehandlers to shift the vessel into and out of the drydock. (If weather conditions warrant, there could be an additional charge for an assist tug.) | \$5,500.00               |
| Placement and removal of ballasting weights. (If necessary for drydocking trim)   | \$400.00                 |
| <b>2. <u>LAYDAYS</u></b>  |                          |
| Furnish necessary lay days on drydock to complete all repairs. Lay days begin upon entering sill of drydock and end upon departing sill of drydock. There is a charge for each day or part thereof.   | \$650.00 per day         |
| <b>3. <u>SERVICES</u></b>   |                          |
| a. Gangway  | \$500.00                 |
| b. Shore Power Connect & Disconnect   | \$975.00                 |
| c. Shore Power Daily  | \$95.00 Per day          |
| d. Marine Chemist (if Necessary)  | \$950.00/ Visit          |
| e. Competent Person Report  | \$95.00/ Report          |
| Note: Marine Chemist and Competent person reports do not include any Gas Freeing services that may be required to obtain Hot work Certificate.  |                          |
| <b>4. <u>RUDDERS</u></b>  |                          |
| Furnish labor equipment and materials to remove and reinstall ships rudder.   | \$5,150.00 per Rudder    |
| <b>5. <u>PROPELLERS</u></b>   |                          |
| Furnish labor equipment and materials to remove and reinstall propellers.   | \$3,188.00 per Propeller |



## PROPOSAL NO. 128-19

**6. TAIL SHAFTS**

Furnish labor equipment and materials to remove and reinstall tailshafts.

\$5,388.00 per Shaft

Furnish labor equipment and materials to check bearing clearances prior to shaft removal and provide report.

\$125.00 per Bearing

**7. BEARINGS**

Furnish labor equipment and materials to remove and reinstall stern tube or strut bearings (cost of bearing priced below).

\$2,680.00 per Bearing

Note: Above bearing removal and installation pricing does not include Chock fast supply, removal or installation, or piano wire bearing alignment if required to complete bearing installation.

Furnish Cutlass bearings, 7 1/2" ID Flanged bearing (part # GLOBE)

\$3,174.00 Per bearing x 4      \$12,696.00

**PAYMENT REQUIREMENTS**

Final invoice to be paid upon completion.

All work will be completed as per the terms and conditions attached. Unless otherwise noted, all pricing excludes any overtime. This quote is good for thirty (30) days. Maryland Sales Tax will be added to invoice, if applicable. Due to market conditions, all offers are made subject to material prices in effect at time of order. Availability is subject to previous orders.

It is the Owner's responsibility to winterize and freeze protect the vessel prior to entering the shipyard. Any heaters and/or shore power provided are a precautionary measure until proper freeze protection is completed and shall be the Owner's responsibility to monitor and maintain. All systems and tanks containing liquids should be drained. The machinery main, auxiliary coolers and associated pipe lines should be drained. All galley equipment, pipe lines and traps should be drained. Hot water heaters and systems should be drained. Potable water, sanitary systems, toilets, pipe lines and traps should be drained. These precautionary measures would all be as directed by your representative. The General Ship Repair Corporation will accept no responsibility for any freeze damage, in any tanks, pipe line, machinery, coolers, sanitary systems, hot water heaters, galley equipment, or any other systems aboard the vessel. The General Ship Repair Corporation is released by the Owners of the vessel of all responsibilities for freeze damages, even if services are provided by the shipyard.

We thank you for this opportunity and look forward to working with you.

I authorize work commence in accordance with this proposal and the attached Terms and Conditions.

**Don Milligan**

Digitally signed by Don Milligan  
 Date: 2019.06.20 07:59:03 -04'00'

Owner's Acceptance  
 ["TUG MS JANET"]

**David Gross**  
 Project Manager  
 The General Ship Repair Corporation

**THE GENERAL SHIP REPAIR CORPORATION  
AND BALTIMORE METAL WORKS DIVISION**

**READ CAREFULLY AS ALL WORK PERFORMED IS  
SUBJECT TO THE FOLLOWING PROVISIONS**

In consideration of the services herein being undertaken and materials provided by us, it is agreed as follows:

Work will be performed by us only upon the following terms and conditions, which shall be deemed to have been accepted by the Customer upon the arrival of the vessel at our yard or upon commencement of the work by us at any location:

We shall not be liable for any damages or delays caused by strikes, labor difficulties or disturbances, fires, theft, accidents of any nature, with or without negligence on our part, except as hereinafter provided, Acts of God, restraints of Government, delays in delivery of materials, or any other causes. We will correct at our expense any workmanship or material proven to be defective due to our default provided that notice of same be received by us in writing within thirty (30) days after the departure of the vessel from our yard or the completion of work, whichever occurs later. In the absence of said notice within the time specified, it shall be conclusively presumed that the workmanship and materials furnished were free from any defects or deficiencies whatsoever. Manufacturer's warranties shall be applicable to all parts sold with such warranties. The General Ship Repair Corporation does not assume any responsibility for said warranties, and does not make any warranty of its own on these items, except as set forth above. Customer agrees that our liability for defective workmanship or material shall be limited solely to the cost of repair or replacement of the defective part and that we shall have no liability of any nature whatsoever for damages directly or indirectly caused by such defective workmanship or material, whether for loss or injury to persons or property, including a vessel, its cargo, equipment or stores, and the Customer hereby agrees to protect and save us harmless from all claims or actions asserted or instituted against us by any third party. In no event shall we be liable for any consequential damage including, but without limitation, for faulty or negligent design or manufacture, delay, loss of revenue, detention, demurrage, tug expense, pilotage, crew wages, salvage or loss of use.

Any necessary protection from freeze damage must be specified in writing by Customer prior to vessel's arrival. Customer agrees to protect and save us harmless from any damage or claim resulting from any type of freezing.

The vessel, its owners, and all parties in interest, shall indemnify and hold us harmless from all liability arising under any air or water quality statute or regulation or under any statute or regulation pertaining to hazardous materials or disposal thereof. In all instances of disposal of hazardous wastes from the vessel, the vessel owner shall be deemed the generator and its generator number shall be used. Owners, and other parties of interest, warrant that a valid and current Certificate of Financial Responsibility (Water Pollution) shall be kept in force at all times while the vessel is in our yard, and on vessels situated elsewhere to which we are furnishing work.

Should any provision of this contract exempting us from liability be declared or adjudged to be invalid, the Customer agrees that in no event shall our aggregate liability for all parties whether the Customer or others exceed the sum of \$300,000.00 with respect to or arising out of any one vessel and in event of claim, suit or other action by third parties, Customer agrees to hold us harmless for any amount above this sum, including, if necessary, payment of said excess amount to said third parties.

We are willing to accept vessels on the basis of different or more extensive liabilities than those stated above, but only if a special written agreement shall be entered into before arrival of the vessel at our yard or before commencement of the work by us at any other location declaring the value of the vessel, its contents and appurtenances, providing for payment to us, in addition to our normal charges, of the cost of additional insurance to cover such different or more extensive liability.

Any provisions on the Customer's invitation to bid, specifications, or instructions which seek to vary the foregoing in any respect will not be accepted. This contract may not be changed orally and is to be interpreted in accordance with Maryland law and federal maritime law.

The invalidity of any one or more provisions of this contract shall not affect nor impair the remaining provisions.

The foregoing is in lieu of all warranties and liabilities, whether statutory, expressed or implied, including but not limited to all warranties of merchantability, fitness for a particular purpose and workmanlike service.

Any suit against us must be filed in a court of competent jurisdiction in the State of Maryland within one year of completion of work. The foregoing provisions, although referring to vessel repair, shall be equally applicable to work done and materials provided in shipbuilding or non-marine work except that with respect to these, General Ship, retains responsibility only for its sole negligence subject to legally applicable limitations in this contract.

Maryland Sales and Use Tax will be added to bills where applicable and in the absence of a valid tax exempt certificate. All quotations will remain in effect for thirty (30) days from the date of quotation.

Bills are payable when rendered, and after thirty (30) days from date of mailing or delivery, a charge of 1 1/2% per month shall be added to all unpaid bills. Customer will pay all costs of collection of unpaid bills including court costs, attorney fees and any other related expenses. We look to both the vessel and Owner for payment and nothing herein will be deemed to constitute a waiver of our maritime lien.